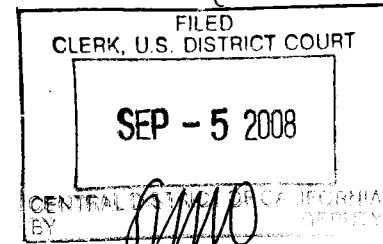


1 ELIZABETH R. LISHNER  
2 Attorney at Law #86347  
3 3231 Ocean Park Boulevard, Suite 124  
4 Santa Monica, CA 90405  
5 (310) 399-1344; FAX: (310) 399-2428

6 Attorney for Plaintiff



7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10  
11 BARBARA COHEN OISBOID,  
12 Plaintiff,

13 vs.

14 SCHLOTHAUER DEFINED BENEFIT  
15 KEOGH PLAN; THOMAS L.  
16 SCHLOTHAUER & ASSOCIATES AS  
17 PLAN ADMINISTRATOR OF THE  
18 SCHLOTHAUER DEFINED BENEFIT  
19 KEOGH PLAN,

20 Defendants.

Case No.: CV 08-2821 AHM (AJWx)

~~PROPOSED~~ JUDGMENT

21 The above-entitled matter came before the Honorable A. Howard Matz, Judge  
22 presiding in Courtroom 14, pursuant to the Stipulation for Entry of Judgment filed by  
23 Plaintiff Barbara Cohen Oisboid. The Court having considered said Stipulation and  
24 all other papers filed in this matter, and good cause appearing therein:

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that BARBARA  
26 COHEN OISBOID shall have judgment against Defendants SCHLOTHAUER  
27 DEFINED BENEFIT KEOGH PLAN AND THOMAS L. SCHLOTHAUER &  
28 ASSOCIATES, and each of them, for the following:

1 The sum of \$181,442.25 for unpaid pension benefits and interest; attorneys'  
2 fees and costs in the sum of \$8,976.25, together with interest accruing at the rate of  
3 seven per annum from September 1, 2008 on the declining principal balance of the  
4 judgment to be paid as follows:

5 1. Defendants shall pay to Plaintiff the sum of \$5,000.00, by cashier's check, on  
6 or before October 17, 2008, as a deposit concurrent with the signing of this Stipulation.  
7 This check shall be delivered to Elizabeth R. Lishner, 3231 Ocean Park Blvd, Suite  
8 124, Santa Monica, California 90405.

9  
10 2. Thereafter, on or before the 17<sup>th</sup> of each month, Defendants shall pay to the  
11 Plaintiff the sum of \$2,500.00. Said monthly payments shall be made by cashier's  
12 checks and mailed to Barbara Oisboid, 917 5<sup>th</sup> Street #2 Santa Monica, CA 90403.

13  
14 3. Defendants agree to pay interest accruing at the rate of seven percent per  
15 annum from October 17, 2008, upon the principal balance of the judgment, pursuant  
16 to the following formula: Principal (x) Seven percent ( $\div$ ) Three Hundred Sixty-Five  
17 Days (x) Number of Days since last payment. No payment of interest shall reduce the  
18 amount of the Judgment as entered.

19  
20 4. The Plaintiff hereby stipulates and agrees to withhold execution of the  
21 Judgment entered against Defendants pursuant to this Stipulation so long as  
22 Defendants timely make the payments required in paragraphs 1 and 2 of this  
23 Stipulation, and comply with all other terms of this Stipulation.

24  
25 5. Time is of the essence in this Stipulation and it is agreed that if Defendants fail  
26 to make the payments required herein when due, Defendants shall be deemed in  
27 default. Defendants shall be in default if Plaintiff does not receive the payment on or  
28 before the 17<sup>th</sup> of each month. In the event of default, Plaintiff may levy immediately

1 upon the balance then due, together with accrued interest. Defendants further agree  
2 that in the event of default, in addition to any other sums that may be owed, Plaintiff  
3 shall be entitled to all costs and attorneys' fees incurred in enforcing the Judgment  
4 entered pursuant to this Stipulation.

5 6. Upon payment by Defendants of the sum of \$113,488.25, in accordance with  
6 the terms of this Stipulation, Plaintiff shall waive the balance of the Judgment and will  
7 file a full Satisfaction of Judgment in the above-entitled action.

8  
9  
10 DATED: Sept 5, 2008

  
A. HOWARD MATZ

UNITED STATES DISTRICT JUDGE